

Exhibit B

TRAVEL TEAM CONTRACT

THIS IS A CONTRACT made and entered into by and among GARY FRANKLIN ("DIRECTOR"), the CALIFORNIA SUPREME BASKETBALL ("PROGRAM") and NIKE USA, Inc. ("NIKE") with regard to NIKE's supply and PROGRAM and DIRECTOR's use of NIKE Products. In consideration of the mutual promises, terms and conditions set forth on this "Contract Terms Sheet" and in the attached NIKE Standard Terms and Conditions (the "Standard Terms") the parties agree as follows:

- A. CONTRACT PERIOD:** The Contract term shall be October 1, 2010 to September 30, 2013 (the "Contract Period").
- B. USE OF NIKE PRODUCTS:** DIRECTOR, PROGRAM Team and Staff shall wear and/or use exclusively NIKE Products in accordance with Paragraph 2 of the Standard Terms.
- C. COMPENSATION:** Subject to Paragraph 5 of the Standard Terms, NIKE shall pay PROGRAM, to be used in support of the Team program, \$70,000, payable in two installments: \$45,000 on February 15 and \$25,000 on June 15 of each Contract year.
- D. SERVICES:** PROGRAM agrees to make DIRECTOR available to render consulting and other personal services, which may include but are not limited to: serving as a coach or an advisor for the NIKE All-American Basketball Camp, participating in an annual product development and evaluation meeting, and conducting a local basketball camp.
- E. NIKE PRODUCTS FOR TEAM'S USE:** Each Contract Year (unless otherwise specified), NIKE shall supply PROGRAM, at no expense, the following NIKE Products for use by DIRECTOR, Staff and the Team, in accordance with Paragraph 2 of the Standard Terms:

15	Uniforms (each – home and away) (1 st and 3 rd Contract Years only)				
200	Shoes	300	Socks	65	Warm-ups
80	Backpacks	65	Travel Bags	65	Sets of mesh uniforms
32	Basketballs	30	Polos	30	Coaches Footwear
50	Sandals	50	Gym sacks	4	Ball Bags
40	Shooting shirts			35	Stock Uniforms

- F. RULES OF THE GAME:** PROGRAM shall comply, and cause DIRECTOR to comply, with the Rules of the Game attached as Exhibit A to the Standard Terms, and with all NIKE Coach Certification Program requirements, as NIKE establishes from time-to-time.

If PROGRAM requires additional Products, it shall purchase them direct from NIKE at NIKE's published wholesale prices, subject to policies and procedures established by NIKE for such purpose.

- G. EVENT SUPPORT:** Each Contract Year, NIKE shall supply PROGRAM, at no expense, with the following NIKE Products for use at events held by PROGRAM, in accordance with Paragraph 3 of the Standard Terms:

1,000	T-shirts
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H. **INSURANCE:** Each Contract Year, PROGRAM shall maintain insurance coverage in accordance with Exhibit B, attached to the Standard Terms.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date indicated below.

CALIFORNIA SUPREME BASKETBALL

By: [Signature]
Its: _____
Fed. ID No.: _____
Address: _____
Los Angeles, CA. 90016

NIKE USA, INC.
One Bowerman Drive
Beaverton, OR 97005

By: [Signature]
Its: Lynn Merritt
VP, Global Basketball Sports Marketing

Dated: 11/24/10

READ, APPROVED AND GUARANTEED BY:

[Signature]
Director